

# ITEL RAIL

55 Francisco  
San Francisco, California 94118  
(415) 955-9090  
FAX 34234

RECORDATION NO. 13706

OCT 17 1983 - 11 12 AM

INTERSTATE COMMERCE COMMISSION

3-2904018  
OCT 17 1983

Date .....  
Fee \$ 10.00 .....

ICC Washington, D. C.

October 14, 1983

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and and recordation under the Lease Agreement dated May 14, 1982 (the "Lease") between Itel Corporation, Rail Division ("Itel") and the Atchison, Topeka and Santa Fe Railway Company ("Lessee"), which was filed on July 26, 1982 at 1:45 P.M. and given Recordation Number 13706, four counterparts of the following document:

*this may be 13706 - J but please check.*  
Amendment No. 4 dated June 20, 1983 (the "Amendment") to the Lease between Itel and Lessee.

The names and addresses of the parties to the aforementioned Amendment are:

1. Atchison, Topeka and Santa Fe Railway Company  
80 E. Jackson Boulevard  
Chicago, Illinois 60604
2. Itel Corporation, Rail Division  
55 Francisco, 7th Floor  
San Francisco, California 94133

The equipment covered by this Amendment is three hundred fifty (350) 70-ton, 89'4" flatcars, A.A.R. mechanical designation FC, bearing reporting marks SFLC 902100-92244, SFLC 902000-902049 and SFLC 902545-902699.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

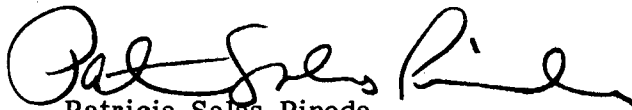
RECORDED  
INDEXED  
OCT 17 1983  
FBI - WASH DC

*C. Mergenovich*  
*John Mergenovich*

Ms. Agatha Mergenovich, Secretary  
August , 1983  
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this letter.

Sincerely,

  
Patricia Salas Pineda  
Counsel

/ma  
Enclosures

cc: Michael Walsh, Esq.  
Weil, Gotshal & Manges  
767 Fifth Avenue  
New York, New York 10020

Robert S. Clark, Esq.  
Senior Trust Officer  
First Security Bank of Utah, N.A.  
Corporate Trust Division  
79 South Main Street  
Salt Lake City, Utah 84125

Sandra Costa  
Itel Corporation

L-0499  
6/17/83

RECORDATION NO. 13706-2  
FILED 1983

AMENDMENT NO. 4

OCT 17 1983 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 4 (the "Amendment") to that certain Lease Agreement (the "Agreement") dated May 14, 1982 between ITTEL CORPORATION, RAIL DIVISION ("Lessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee") is made this 20th day of June, 1983 between Lessor and Lessee.

**W I T N E S S E T H :**

WHEREAS, Lessor and Lessee are parties to the Agreement, pursuant to which five hundred fourteen (514) flatcars ("Car(s)") described on Equipment Schedule Nos. 1, 2, and 4, attached to and incorporated into the Agreement, have been leased and delivered by Lessor to Lessee.

WHEREAS, Lessor and Lessee amended the Agreement by way of Amendment No. 3, dated March 31, 1983 ("Amendment No. 3"), which provided for the structural modification of three hundred fifty (350) of the Cars ("350 Cars").

WHEREAS, Lessor and Lessee desire to restencil the 350 Cars with new reporting marks.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Lessee shall, at its expense, restencil the Cars bearing the reporting marks SFLC 901100-901244, SFLC 901000-901049, and SFLC 901545-901699 with the reporting marks SFLC 902100-902244, SFLC 902000-902049, and SFLC 902545-902699, respectively.
3. Equipment Schedule No. 1, executed on July 7, 1982, attached to and incorporated into the Agreement, shall be amended by the deletion of the numbers "SFLC 901050-901294" from the "Numbers" Column and by the substitution therefor of the numbers "SFLC 901050-901099; SFLC 902100-902244; SFLC 901245-901294".
4. Equipment Schedule No. 2, executed on July 7, 1982, attached to and incorporated into the Agreement, shall be amended by the deletion of the numbers "SFLC 901000-901049" from the "Numbers" Column and by the substitution therefor of the numbers "SFLC 902000-902049".
5. Equipment Schedule No. 4, executed on July 7, 1982, attached to and incorporated into the Agreement, shall be amended by the deletion of the numbers "SFLC 901481-901699" from the "Numbers" Column and by the substitution therefor of the numbers "SFLC 901481-901544; SFLC 902545-902699".
6. Amendment No. 3 shall be amended by deleting each reference to reporting marks "SFLC 901100-901244, SFLC 901000-901049, and SFLC 901545-901699" and by replacing each such reference with reporting marks "SFLC 902100-902244, SFLC 902000-902049, and SFLC 902545-902699".

7. The parties agree that all rights and obligations of Lessor may be assigned to Itel Rail Corporation upon confirmation and effectiveness of a Plan of Reorganization for Itel Corporation by the United States Bankruptcy Court Northern District of California or by another court of competent jurisdiction, and that upon such assignment and upon the assumption to Itel Rail Corporation of all of Itel Corporation's obligations hereunder, Itel Corporation is hereby released from all liabilities hereunder without further action by the parties and Itel Rail Corporation shall assume all such obligations without further action by the parties.
8. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
9. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,  
RAIL DIVISION

By: 

Title: President

Date: Aug 4, 1983

THE ATCHISON, TOPEKA AND  
SANTA FE RAILWAY COMPANY

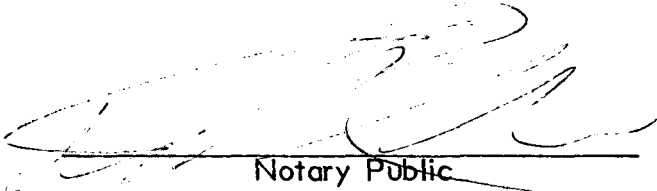
By: 

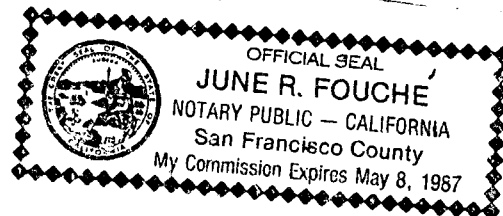
Title: EXECUTIVE VICE PRESIDENT

Date: JUL 28 1983

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN FRANCISCO )

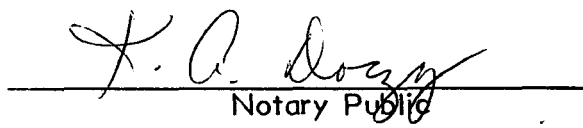
On this 27th day of August, 1983, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Amendment No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public



STATE OF Illinois )  
COUNTY OF De Page / Cook ) ss:

On this 28th day of July, 1983, before me personally appeared D.G. RUEGG, to me personally known, who being by me duly sworn says that such person is ENGINEER of The Atchison, Topeka and Santa Fe Railway Company, that the foregoing Amendment No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires May 19, 1987

